

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

JULIE A. SU,
Acting Secretary of Labor, United States
Department of Labor

Case No. 5:25-cv-00092-WLH
(SPx)

Plaintiff,
v

EGREEN TRANSPORT
CORPORATION; HONG "CHARLES"
CHEN; YU "MONICA" WANG,

**JUDGMENT AND
PERMANENT INJUNCTION
AGAINST ALL DEFENDANTS**

Defendants.

Plaintiff Julie A. Su, Acting Secretary of Labor, United States Department of Labor, Corporate Defendant EGREEN TRANSPORT CORPORATION (“Corporate Defendant”), and Individual Defendants HONG “CHARLES” CHEN, YU “MONICA” WANG (“Defendants”) (collectively the “Parties”) have agreed to resolve the matters in controversy in this civil action and agree to the entry of this Consent Judgment and Permanent Injunction (“Consent Judgment”) as provided below.

1 **STATEMENTS BY AND AGREEMENTS BETWEEN THE PARTIES**

2 A. On January 15, 2025, the Acting Secretary filed her Complaint in the
3 above-captioned proceeding, naming Defendants EGREEN TRANSPORT
4 CORPORATION, HONG “CHARLES” CHEN, YU “MONICA” WANG alleging
5 violations of Sections 6, 7, 11(a), 11(c), and 15(a)(1)-(3) of the FLSA, 29 U.S.C.
6 §§ 206, 207, 211(a), 211(c), 215(a)(1)-(3). Defendants waive issuance and service
7 of the Summons and Complaint and waive their response to the Acting Secretary’s
8 Complaint.

9 B. Defendants admit that the Court has jurisdiction over the Parties and
10 the subject matter of this this civil action, and that venue lies in the Central District
11 of California.

12 C. The Parties agree to waive findings of fact and conclusions of law and
13 agree to the entry of this Consent Judgment without further contest.

14 D. Defendants deny that they violated the law in any way, but they agree
15 herein to resolve all allegations of the Acting Secretary’s Complaint.

16 E. Individual Defendants Hong “Charles” Chen and Yu “Monica” Wang
17 admit that for purposes of the FLSA they are employers or joint employers of all
18 warehousing logistics workers working at the Egreen Transport Corporation
19 warehouses at 11450 Philadelphia Ave, Jurupa Valley, CA 91752; 18550 Orange
20 Street, Bloomington, CA 92316; 2380 W Baseline Rd, Fontana, CA 92336; 1980
21 US-1 North Brunswick Township, NJ 08902; 102 Norwest Ct Suite 100,
22 Savannah, GA 31407; 455 Jimmy Deloach Pkwy, Savannah, GA 31407, including
23 those employed directly by staffing companies rather than by Defendants.

24 F. Defendants represent that they and all individuals and entities acting
25 on their behalf or at their direction have notice of, and understand, the provisions
26 of this Consent Judgment.

27 G. Entry of this Consent Judgment marks the resolution of all claims by
28 Defendants and/or the Acting Secretary relating to the Acting Secretary’s

1 inspection into Defendants' Compliance with the FLSA for the time periods listed
2 herein in the Exhibit 1.

3 **PERMANENT INJUNCTION**

4 Pursuant to the statements and agreements above, upon joint motion of the
5 attorneys for the Parties, and for cause shown,

6 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that,
7 pursuant to Section 17 of the FLSA, 29 U.S.C. § 217, Defendants and the persons
8 and entities identified in the previous paragraph are permanently enjoined and
9 restrained from violating the FLSA, including through any of the following
10 manners:

11 1. Contrary to Sections 6 and 15(a)(2) of the FLSA, paying any of their
12 employees who in any workweek are engaged in commerce or in the production of
13 goods for commerce or who are employed in an enterprise engaged in commerce
14 within the meaning of the FLSA, wages at a rate less than the federal minimum
15 wage, which cannot be less than \$7.25 per hour (or at a rate less than such other
16 applicable minimum rate as may hereafter be established by amendment to the
17 FLSA).

18 2. Contrary to Sections 7 and 15(a)(2) of the FLSA, paying any of their
19 employees who in any workweek are engaged in commerce or in the production of
20 goods for commerce or who are employed in an enterprise engaged in commerce
21 within the meaning of the FLSA, less than one and half times the particular
22 employee's regular hourly rate for hours worked in excess of 40 hours in a
23 workweek; the regular hourly rate shall include all sums paid in a workweek,
24 including any production bonuses, as required under Section 7(e) of the FLSA. 29
25 U.S.C. § 207(e) and 29 CFR Part 778.

26 3. Contrary to Sections 11(c) and 15(a)(5) of the FLSA, failing to make,
27 keep, and preserve records of their employees and of the wages, hours and other
28 conditions and practices of employment maintained by them, as prescribed by the

1 regulations issued, and from time to time amended, pursuant to Section 11(c) of the
2 FLSA and found in 29 C.F.R. Part 516, including for each employee, the hours
3 worked each day and each workweek, the employee's regular hourly rate of pay,
4 total daily or weekly straight time earnings, overtime rate of pay, total premium
5 pay for overtime hours and identification of each deduction made from the
6 employee's earnings along with a description of the basis/reason and method of
7 calculation of the deduction.

8 4. Contrary to Section 11(a) of the FLSA, interfering or obstructing any
9 investigation of the Acting Secretary, including by directing employees not to
10 speak to the Acting Secretary or her representatives and/or otherwise deterring
11 them from cooperating in any investigation of the Acting Secretary through threats
12 or intimidation.

13 5. Contrary to Section 15(a)(3) of the FLSA, engaging in any retaliatory
14 actions because such employee has filed any complaint or instituted or caused to be
15 instituted any proceeding under the FLSA, has testified or is about to testify in any
16 such proceeding, or has otherwise exercised their rights under the FLSA.

17 Prohibited discriminatory and retaliatory actions include adversely changing the
18 terms and conditions, discharging, replacing, name-calling and threatening,
19 reporting them to the police for protected activity, or telling workers that
20 communicating with the Acting Secretary will result in immigration, legal,
21 criminal or other action against them and/or otherwise deterring employees from
22 cooperating with or speaking to the Acting Secretary's representatives.

23 6. Contrary to Section 15(a)(1) of the FLSA, transporting, offering for
24 transportation, shipping, delivering, or selling in commerce, and/or shipping,
25 delivering, or selling with knowledge that shipment or delivery or sale thereof in
26 commerce is intended, any goods that have been processed and/or produced by any
27 employee whom Defendants failed to pay the overtime premium rate for hours
28 worked over forty in the workweek.

1 7. Requesting, soliciting, suggesting, or coercing, directly, or indirectly,
2 any employee to return or to offer to return to Defendants or to someone else for
3 Defendants, any money in the form of cash, check, or any other form, for wages
4 previously due or to become due in the future, or other forms of monetary damages
5 or relief, to said employee under the provisions of this Consent Judgment, or the
6 FLSA; or accepting or receiving from any employee, either directly or indirectly,
7 any money in the form of cash, check, or any other form, for wages or monetary
8 damages heretofore or hereafter paid to the employee under the provisions of this
9 Consent Judgment or the FLSA.

10 8. Withholding payment of \$112,994.00, which constitutes the back
11 wages found to be due by the Defendants under the FLSA to the employees, who
12 are identified by name in **Exhibit 1**, which is incorporated in and made part of this
13 Consent Judgment.

14 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that,
15 pursuant to Section 17 of the FLSA, 29 U.S.C. § 217, Defendants, their agents,
16 servants, employees, companies, and all persons and entities acting at their
17 direction or in concert or participation with their direction, shall take the following
18 affirmative actions:

19 9. Within ten (10) days of the date of entry of this Consent Judgment,
20 and within fourteen (14) days of any subsequent change to the information below
21 for a period of two (2) years, Defendants shall:

22 a. notify the Acting Secretary of any third-party entities, including
23 contractors, that are providing staffing services to Defendants, with an explanation
24 of the services being provided, and to provide the Acting Secretary with a copy of
25 any contract(s) entered into with such entities; and

26 b. provide the Acting Secretary with Defendants' address,
27 telephone number, and email address, where they agree to be contacted for
28 purposes of communicating about and carrying out the provisions of this Consent

1 Judgment.

2 10. For a period of two (2) years beginning on the date of this Consent
3 Judgment, Defendants must immediately notify and inform the Acting Secretary of
4 any change to any of the information it previously provided in Paragraph 9 above.
5 Defendants shall also inform the Acting Secretary of any changes to their contact
6 information. These notifications shall take place within three (3) business days.

7 11. Within thirty (30) days of the date of this Consent Judgment,
8 Defendants shall contract with a trainer to provide FLSA training to all managers
9 and supervisors working at its warehousing logistics facilities addressing, at a
10 minimum, the FLSA provisions governing minimum wage, overtime,
11 recordkeeping, anti-retaliation, and interference. The training shall be for one
12 session of that least one hour with an opportunity for questions and answers in
13 languages with which the employees are comfortable. If needed, the trainer will
14 hire interpreter(s). Defendants shall provide the Acting Secretary seven days' prior
15 notice and permit the Acting Secretary's representative to attend the training.
16 Defendants shall provide proof that this training has occurred within seven (7) days
17 of each training. Defendants shall provide this training on an annual basis for a
18 period of at least two (2) years.

19 12. For a period of two (2) years beginning on the date of this Consent
20 Judgment, Defendants shall allow the Acting Secretary, her representatives, or
21 agents to enter any location where any Defendant provides warehousing logistics
22 to provide a one-hour FLSA Notice of Rights training to all nonmanagerial
23 employees of Defendants and/or to freely speak to employees about Defendants'
24 compliance with this Consent Judgment and the FLSA. Defendants will tell
25 employees that they can stop working during this training and Defendants will
26 compensate employees for their time attending this training. The Acting Secretary
27 or her representatives shall be authorized to enter these locations two times per
28 year to provide the training and speak with employees. The Acting Secretary

1 agrees to provide reasonable and sufficient notice of up to two weeks for these
2 trainings to Defendants to allow for the scheduling of mutually agreeable dates and
3 times.

4 13. If any Defendant hires, rents to, retains or utilizes a third-party service
5 provider to provide labor within a warehousing logistics establishment owned,
6 operated or controlled by such Defendant, either directly or through a corporation
7 owned by a Defendant,¹ (“Defendant’s facility”), and/or otherwise to provide
8 timekeeping or payroll services with respect to the workers in Defendants’
9 facilities, then:

10 a. Defendant shall enter into a written contract with such third-
11 party requiring that the third-party affirmatively:

12 i. acknowledge receipt and review of WHD Fact Sheets 10,
13 14, 21, 22, 23, and 77A;

14 ii. agree to comply with the federal minimum wage,
15 overtime, recordkeeping, and anti-retaliation provisions of the FLSA as well as all
16 state law wage requirements;

17 iii. agree to implement and maintain a timekeeping system
18 that accurately records the hours worked by employees consisting of the minimum
19 requirements: employees must clock-in their start time and end time each day;
20 employees must record their own hours and neither the third-party service provider
21 nor Defendant shall clock-in for employees except to correct any timekeeping
22 errors, such as when an employee fails to appropriately clock-in or out;

23 iv. agree to allow Defendant access to all payroll and
24 timekeeping records it creates for employees working within Defendant’s facility;

25 v. agree to comply with any investigation conducted by the

27 ¹ Defendants’ warehousing logistics facilities include but are not limited to: 11450 Philadelphia Ave, Jurupa Valley,
28 CA 91752; 18550 Orange Street, Bloomington, CA 92316; 2380 W Baseline Rd, Fontana, CA 92336; 1980 US-1
North Brunswick Township, NJ 08902; 102 Norwest Ct Suite 100, Savannah, GA 31407; 455 Jimmy Deloach
Pkwy, Savannah, GA 31407.

1 Acting Secretary pursuant to Section 11 of the FLSA, including freely interviewing
2 any employees or workers performing work within Defendants' facility; and

3 14. Defendants are permanently enjoined from communicating, directly or
4 indirectly, in any manner to any third party, regarding whether any employee may
5 have or may be perceived to have engaged in protected activity under the FLSA,
6 including but not limited to any connection any employee may have with a
7 Department of Labor, and are specifically enjoined from taking any other action to
8 restrict such employee from seeking or obtaining any other work. Defendants have
9 an ongoing duty to provide the Acting Secretary with access to all records required
10 to be made, kept, or preserved under Section 11 of the FLSA, including all other
11 time, piece rate, employee, and payroll records, upon request and no later than
12 three (3) business days after such request is made.

13 15. Should Defendants maintain a video monitoring system of employees
14 and/or workers, Defendants shall immediately provide the Acting Secretary with
15 access to review this footage upon request. The requirements of this Paragraph
16 shall remain in effect for a period of two (2) years beginning on the of this Consent
17 Judgment.

18 16. Defendants have an ongoing duty to provide an earnings statement to
19 each of their employees, and ensure that any employee, beginning with the first
20 paycheck issued following entry of this Consent Judgment, receives the following
21 information: (1) gross wages paid to the employee each workweek; (2) total hours
22 worked each workweek; (3) a list of itemized deductions from employees' pay; (4)
23 net wages earned; (5) the inclusive start and end dates of the pay period; (6) the
24 employee's name and employee identification number; (7) the applicable hourly
25 rates (including straight time and overtime rates) and corresponding number of
26 hours worked at each hourly rate, or, as applicable, the applicable piece rates
27 (including the precise formula used to calculate the piece rate and overtime rates)
28 and corresponding number of pieces worked at each piece rate; (8) total straight-

1 time wages paid; (9) the calculation of any bonuses, and (10) total overtime wages
2 paid. Defendants shall produce these earnings statements to the Acting Secretary
3 upon request within (3) days.

4 17. All documents produced by Defendants as required under this
5 Consent Judgment must be produced in an electronic, searchable format to the
6 extent Defendants' documents are maintained or may be generated in such a
7 format. If a document is neither maintained nor may be generated in an electronic,
8 searchable format, then Defendants shall produce the document in an electronic
9 format with all metadata intact to the extent such metadata exists. If a subject
10 document is produced in a comma-separated-values ("CSV") file, such as an Excel
11 spreadsheet, then the documents must be produced in such format and not
12 converted to a PDF. Documents must be organized in a manner that clearly
13 identifies the nature of the documents.

14 18. Defendants, their agents, servants, and employees, and any person in
15 active concert or participation with them, shall not in any way directly or
16 indirectly, demand, require or accept any of the back wages, monetary damages, or
17 liquidated damages from the individuals listed on the operative Exhibit 1.
18 Defendants shall not threaten or imply that adverse action will be taken against any
19 employee because of their receipt of funds to be paid under this Consent Judgment.
20 Violation of this Paragraph may subject Defendants to equitable and legal
21 damages, including punitive damages and civil contempt.

22 19. Defendants have an ongoing duty to maintain payroll practices at any
23 business they own, operate, or control, currently and in the future, as follows:

24 a. Defendants shall accurately record the information required by
25 29 C.F.R. § 516.2 in the payroll records, including, for each employee (1) all hours
26 worked by each workday and workweek, including all pre- and post-shift work; (2)
27 the rate(s) of pay for each of the hours worked during a workweek; (3) the number
28 of pieces completed by each workday and workweek, if employee is paid per

1 piece; (4) the calculation of any non-discretionary bonuses (i.e., production or
2 incentive bonus); (5) the total weekly straight-time earnings due for the hours
3 worked during the workweek; (6) the total premium pay for overtime hours; and
4 (7) the dollar value of all equipment, tools, clothing, and supplies paid for and used
5 in or specifically required for the employee's work;

6 b. Defendants shall record all wages paid to employees, regardless
7 of the manner of payment, on payroll records;

8 c. Defendants shall not alter or manipulate time or payroll records
9 to reduce the number of hours actually worked by an employee, and Defendants
10 shall not encourage workers to under-report their hours worked; and

11 d. Defendants shall not direct supervisors, employees, or payroll
12 preparers to falsify time or payroll records in any manner including reducing the
13 number of hours worked by employees, and Defendants shall direct supervisors
14 and payroll providers to encourage workers to report all hours worked.

15 20. Defendants shall provide the notice in Exhibit 2 to all workers in all of
16 their warehousing logistics facilities immediately upon hire (or rehire), and in a
17 language understandable to them, and shall place the notice prominently around
18 the workplace.

19 21. For purposes of contacting the Acting Secretary under the terms of
20 this Consent Judgment, Defendants shall notify:

21 Wage Hour Division, West Covina District Office
22 Attention: District Director Daniel Pasquil
23 100 Barranca St, Suite 850,
24 West Covina, CA 91791

25 **JUDGMENT**

26 22. **JUDGMENT IS HEREBY ENTERED**, pursuant to Section 16(c)
27 and (e) of the FLSA, in favor of the Acting Secretary as a judgment owed to the
28 United States of America and against Defendants in the total amount of

\$580,000.00 plus interest. This total amount comprises \$112,994.00 in unpaid minimum wage and overtime payments; and \$134,271.96 in liquidated damages (including for wages paid late), pursuant to authority expressly provided in Section 16 of the FLSA, 29 U.S.C. § 216. This amount also comprises of \$173,768.04 in compensatory damages for emotional distress, \$13,966.00 in compensatory damages for pecuniary damages, and \$145,000.00 in punitive damages for retaliation.

23. Within one (1) year of entry of this Consent Judgment, the Acting Secretary shall file a supplemental Exhibit 1 listing the amount of back wages, liquidated damages, and other damages paid or to be paid to employees subject to this Consent Judgment.

12 Pursuant to this Judgment, **IT IS HEREBY ORDERED THAT:**

13 24. Defendants shall pay the monies owed above as follows: Defendants' have already paid \$170,246.83 which shall go to towards the liquidated damages 14 and compensatory damages in this judgment. Defendants shall pay the remaining 15 balance of \$ 409,753.17 plus interest at a rate of 5%, consisting of compensatory 16 damages, punitive damages, and backwages, per the following schedule:

	PAYMENT DATE	BEGINNING BALANCE	PAYMENT	PRINCIPAL	INTEREST	TYPE OF PAYMENT
1	2/15/2025	\$429,754.00	\$ 62,420.91	\$ 60,630.27	\$1,790.64	Compensatory
2	3/15/2025	\$369,123.73	\$ 62,420.91	\$ 60,882.89	\$1,538.02	Compensatory
3	4/15/2025	\$308,240.84	\$ 62,420.91	\$ 61,136.57	\$1,284.34	Comp/punitive
4	5/15/2025	\$247,104.27	\$ 62,420.91	\$ 61,391.31	\$1,029.60	Punitive
5	6/15/2025	\$185,712.97	\$ 62,420.91	\$ 61,647.10	\$ 773.80	Punitive
6	7/15/2025	\$124,065.86	\$ 62,420.91	\$ 61,903.97	\$ 516.94	Punitive/BW
7	8/15/2025	\$ 62,161.90	\$ 62,420.91	\$ 62,161.90	\$ 259.01	Backwages
TOTAL:		\$436,946.35		\$ 429,754.00	\$7,192.35	

24 25. Defendants shall make the back wage and damages payments required 26 by this Consent Judgment (plus interest as applicable) online by ACH transfer, 27 credit card, debit card, or digital wallet by going to 28 <https://www.pay.gov/public/form/start/77761888>, or by going to www.pay.gov and searching "WHD Back Wage Payment - WE Region". Payments shall reference

1 BW Case Number #1992599. Separately, Defendants shall make the civil money
2 penalty payments required by this Consent Judgment online by ACH transfer,
3 credit card, debit card, or digital wallet by going to
4 <https://www.pay.gov/public/form/start/77761888>, or by going to www.pay.gov and
5 searching “WHD Civil Money Penalty - WE Region.”

6 26. In the event of any default in the timely making of any payment due
7 hereunder, the full judgment amount, which then remains unpaid, plus post-
8 judgment interest at the rate of 10% per year, from the date of Defendants’ default
9 until paid in full, shall become due and payable upon the Acting Secretary’s
10 sending by ordinary mail a written demand to the last available addresses of
11 Defendants then known to the Acting Secretary with electronic copies also
12 concurrently e-served on Defendants or, if applicable, their counsel. Upon the
13 Acting Secretary’s request, the Court will issue an amended judgment reflecting
14 the amounts due based on Defendant’s default.

15 27. The Acting Secretary shall distribute the proceeds from the settlement
16 payments described in Paragraph 24 in the amounts set forth in Exhibit 1, less
17 deductions for employees’ share of payroll taxes and income tax withholding on
18 the back wage amounts, to the employees identified therein, or if necessary, to the
19 employees’ estates. Any monies not distributed to employees because of an
20 inability to locate the proper persons or because of their refusal to accept it, the
21 Acting Secretary shall deposit the payment into the Treasury of the United States
22 as miscellaneous receipts under 29 U.S.C. § 216(c). Defendants shall deposit the
23 employer’s portion of payroll taxes with the relevant taxing authorities.

24 **FURTHER, IT IS HEREBY ORDERED THAT**

25 28. The filing, pursuit, and/or resolution of this proceeding with the entry
26 of this Judgment shall not act as or be asserted as a bar to any action or claim under
27 FLSA § 16(b), 29 U.S.C. § 216(b), as to any employee not named on the attached
28 Exhibit 1, nor as to any employee named on the attached Exhibit 1 for any period

1 not specified therein, nor as to any employer other than Defendant.

2 29. Defendants hereby waive any and all claims and defenses against the
3 Acting Secretary and her representatives that they could have brought as of the
4 date of the entry of the Consent Judgment.

5 30. Each Party shall bear its own fees and other expenses incurred by such
6 Party in connection with any stage of this proceeding, including but not limited to
7 attorneys' fees, which may be available under the Equal Access to Justice Act, as
8 amended.

9 31. The Court shall retain jurisdiction of this action for purposes of
10 enforcing compliance with the terms of this Consent Judgment.

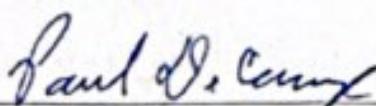
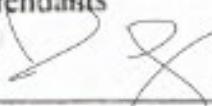
11 IT IS SO ORDERED

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14 DATED: 1/24/2025

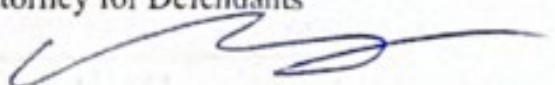

15 HON. WESLEY L. HSU
16 UNITED STATES DISTRICT JUDGE

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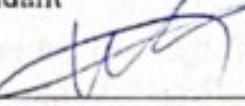
1 *Consented to by:*

2 
3 Paul DeCamp, Esq.
4 Attorney for Defendants
5 

Date: 2025-1-14

6 Paul Cheng, Esq.
7 Attorney for Defendants
8 

Date: 01/15/2025

9 Hong "Charles" Chen
10 Defendant
11 

Date: 2025-1-14

12 Yu "Monica" Wang
13 Defendant
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Date: 2025-1-14

15 EGREEN TRANSPORT CORPORATION
16 Defendant
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Date: 2025-1-14

1 For Plaintiff Acting Secretary of Labor,
2 United States Department of Labor

3 SEEMA NANDA
4 Solicitor of Labor
5 MARC A. PILOTIN
6 Regional Solicitor
7 BORIS ORLOV
8 Counsels for Wage and Hour

9 /s/ Sonya Shao 1/15/2025

10 SONYA SHAO
11 Senior Trial Attorney

12 *Attorneys for Plaintiff Julie A. Su,
13 United States Acting Secretary of Labor*

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EXHIBIT 1

Georgia

First Name	Last Name	Period Covered	Back Wages	Liquidated Damages
Xishun	Chen	04/05/2024 - 04/05/2024	\$803.85	\$2,660.85
Jinsheng	Deng	04/05/2024 - 04/05/2024	\$5,447.83	\$5,990.85
Xiangzhu	Deng	04/05/2024 - 04/05/2024	\$5,447.00	\$5,447.00
Peng	Deng	04/05/2024 - 04/05/2024	\$2,660.85	\$2,660.85
Tian	Jin	04/05/2024 - 04/05/2024	\$6,583.18	\$7,126.20
Leilei	Li	04/05/2024 - 04/05/2024	\$5,355.70	\$7,355.70
Huiqing	Li	04/05/2024 - 04/05/2024	\$6,290.10	\$6,290.10
Lei	Li	04/05/2024 - 04/05/2024	\$5,690.83	\$6,233.85
Ufn	Li	04/05/2024 - 04/05/2024	\$5,447.83	\$5,990.85
Shuiqi	Liu	04/05/2024 - 04/05/2024	\$0.00	\$936.94
Wenfeng	Shi	04/05/2024 - 04/05/2024	\$936.94	\$936.94
Yang	Song	04/05/2024 - 04/05/2024	\$7,355.70	\$7,355.70
Lixin	Wang	04/05/2024 - 04/05/2024	\$565.85	\$5,990.85
Tianjian	Wu	04/05/2024 - 04/05/2024	\$936.94	\$936.94
Dongxu	Yao	04/05/2024 - 04/05/2024	\$5,990.85	\$5,990.85
Yahui	Yu	04/05/2024 - 04/05/2024	\$0.00	\$936.94
Qingtao	Zhang	04/05/2024 - 04/05/2024	\$2,490.85	\$5,990.85
Lipeng	Zhang	04/05/2024 - 04/05/2024	\$210.85	\$2,660.85
Song	Zhang	04/05/2024 - 04/05/2024	\$2,660.85	\$2,660.85
Jeremy	Asuaje	05/03/2024 - 06/21/2024	\$568.75	\$568.75
Samir	Benitez	05/03/2024 - 06/21/2024	\$1,357.00	\$1,357.00
Elmer Rene	Calel	05/03/2024 - 06/21/2024	\$348.75	\$348.75
Miguel	Carballo	05/03/2024 - 06/21/2024	\$350.00	\$350.00
Gilberto	Castillo	05/03/2024 - 06/21/2024	\$790.00	\$790.00
Henry	Dubernet	05/03/2024 - 06/21/2024	\$328.75	\$328.75
Rafael	Fernandez	05/03/2024 - 06/21/2024	\$1,357.00	\$1,357.00
Mateo	Franco	05/03/2024 - 06/21/2024	\$394.00	\$394.00
Julian	Gonzalez	05/03/2024 - 06/21/2024	\$348.75	\$348.75
Rosalino	Guevara	05/03/2024 - 06/21/2024	\$488.75	\$488.75
Jose	Hernandez	05/03/2024 - 06/21/2024	\$843.50	\$843.50
Joel	Lozano	05/03/2024 - 06/21/2024	\$488.75	\$488.75
Sandro	Maldonado	05/03/2024 - 06/21/2024	\$334.00	\$334.00
Jose	Mariano	05/03/2024 - 06/21/2024	\$658.00	\$658.00

1	Wilson	Medina	05/03/2024 - 06/21/2024	\$488.75	\$488.75
2	Tulio	Murillo	05/03/2024 - 06/21/2024	\$454.75	\$454.75
3	Jairo	Ortega	05/03/2024 - 06/21/2024	\$586.00	\$586.00
4	Manuel	Pena	05/03/2024 - 06/21/2024	\$348.75	\$348.75
5	Cesar	Peralta	05/03/2024 - 06/21/2024	\$579.50	\$579.50
6	Jose Manuel	Ramos	05/03/2024 - 06/21/2024	\$454.75	\$454.75
7	Fernando	Serrano	05/03/2024 - 06/21/2024	\$531.75	\$531.75
8	Edwin	Valladares	05/03/2024 - 06/21/2024	\$638.75	\$638.75
9	Javier	Velez	05/03/2024 - 06/21/2024	\$614.00	\$614.00
10	Javier	Zunun	05/03/2024 - 06/21/2024	\$574.00	\$574.00
11	Marvin	Ocon Silva	04/12/2024 - 04/26/2024	\$2,520.00	\$2,520.00
12	Elvin Omar	Velasquez			
13	Roberto	Velasquez	04/19/2024 - 04/26/2024	\$420.00	\$420.00
14	Eduar				
15	Alexander	Cabaniel	04/19/2024 - 04/26/2024	\$2,545.00	\$2,545.00
16	Maria De				
17	Los Angeles	Beltran	04/19/2024 - 04/26/2024	\$1,972.00	\$1,972.00
18	Perez				
19	Hernandez		04/19/2024 - 04/26/2024		\$2,000.00

First Name	Last Name	Compensatory Damages - Emotional Distress	Pecuniary Damages	Punitive Damages
Xishun	Chen	\$10,753.61	\$700.00	\$10,000.00
Jinsheng	Deng		\$550.00	\$10,000.00
Xiangzhu	Deng	\$15,000.00	\$1,080.00	\$10,000.00
Peng	Deng	\$10,753.61	\$700.00	\$10,000.00
Tian	Jin	\$15,000.00	\$850.00	\$10,000.00
Leilei	Li		\$700.00	
Huiqing	Li	\$30,000.00	\$1,036.00	\$20,000.00
Lei	Li		\$880.00	
Ufn	Li		\$0.00	
Shuiqi	Liu	\$10,753.61	\$850.00	\$10,000.00
Wenfeng	Shi		\$600.00	
Yang	Song		\$550.00	
Lixin	Wang		\$1,000.00	\$10,000.00
Xiaomeng	Wang			\$5,000.00
Tianjian	Wu	\$10,753.61	\$750.00	\$10,000.00
Dongxu	Yao		\$480.00	
Yahui	Yu		\$800.00	\$10,000.00

1	Qingtao	Zhang	\$30,000.00	\$640.00	\$10,000.00
2	Lipeng	Zhang	\$15,000.00	\$1,000.00	\$10,000.00
3	Song	Zhang	\$15,000.00	\$800.00	\$10,000.00
4	Roberto	Cabaniel	\$10,753.61		

5 **New Jersey**

6	First Name	Last Name	Period Covered	Back Wages	Liquidated Damages
7	Jiwen	Li	03/08/2024 - 04/05/2024	\$3,339.00	\$3,339.00
8	Haizhou	Lin	03/08/2024 - 04/05/2024	\$3,339.00	\$3,339.00
9	Zhiqiang	Liu	03/08/2024 - 04/05/2024	\$3,339.00	\$3,339.00
10	Sikai	Wang	03/08/2024 - 04/05/2024	\$3,339.00	\$3,339.00
11	Lihua	Zhang	03/08/2024 - 04/05/2024	\$3,339.00	\$3,339.00
12	Menghua	Zhao	03/08/2024 - 04/05/2024	\$3,339.00	\$3,339.00

13 **California**

14	First Name	Last Name	Period Covered	Back Wages	Liquidated Damages
15	Yanyang	Gu	3/10/2024 - 3/17/2024	\$1,400.00	\$1,400.00
16	Zhi	Chen	3/10/2024 - 3/17/2024	\$1,500.00	\$1,500.00
17	Yinghui	Liu	3/10/2024 - 3/17/2024	\$2,000.00	\$2,000.00
18	Hee J.	Lee	3/10/2024 - 3/17/2024	\$1,800.00	\$1,800.00

1 EXHIBIT 2

2 **AVISO A EMPLEADOS**

3 Egreen desea garantizarle el cumplimiento de la Ley de Normas Laborales Justas (“FLSA”) y notificarle:

4

- La FLSA fue diseñada para cerciorarse que los empleados tienen derechos *independientemente de*
su estatus migratorio,
- Usted tiene numerosos derechos bajo la ley federal, adjunto con la ley del estado. Sus derechos
fедерales incluyen:
 - Se le debe pagar por todo el trabajo que haga para su empleador.
 - Usted tiene derecho a una prima por horas extras, a tiempo y medio de su sueldo regular por
hora, por todas las horas trabajadas de mas de 40 horas por semana; este incluye los
empleados pago por pieza;
 - Si su sueldo se le paga tarde, usted tiene derecho a una indemnización por daños y perjuicios;
- Es ilegal que su empleador lo trate de manera diferente o tome represalias contra usted porque
habló con un representante del DOL (Departamento de Trabajo por sus siglas en inglés), participó
en una investigación del DOL o habló sobre sus derechos laborales.

10 **Si desea hablar con el DOL, puede comunicarse con ellos al: 1-866-4-USWAGE**

11 **员工须知**

12 Egreen 希望向您保證遵守《公平勞動標準法》(“FLSA”)並通知您：

13

- 《公平劳动标准法》旨在确保员工在公平的工作中获得公平的报酬 - 无论移民身份如何 - 并
确保保守法的雇主拥有公平的竞争环境；
- 除了州法律外，您还根据联邦法律拥有多项权利。联邦权利包括：
 - 您为雇主工作的所有时间都必须获得报酬。
 - 您有权获得加班费，即每周工作超过 40 小时的所有小时数的正常工资率的 1.5 倍 - 这
包括计件工资员工；
 - 如果您的任何工资延迟发放，即未在正常发薪日支付，您有权获得赔偿。
- 您的雇主因为您与劳工部代表交谈、参与劳工部调查或谈论您的工作场所权利而区别对待您
或对您进行报复是违法的。

19 **如果您希望与劳工部交谈，您可以通过以下方式联系他们: 1-866-4-USWAGE**

20 **NOTICE TO EMPLOYEES**

21 Egreen wishes to assure you of compliance with the Fair Labor Standards Act (“FLSA”) and notify you:

22

- The FLSA was designed to ensure that employees have rights *regardless of immigration status*;
- You have numerous rights under the FLSA in addition to state law. Federal rights include:
 - You must be paid for all hours spent working for your employer;
 - You are entitled to an overtime premium, or, one and a half times your regular pay rate, for
all hours you work over 40 hours in a workweek – this includes piece rate employees;
- If any of your pay is late, i.e., not paid on your regular pay day, you are entitled to damages. It is
illegal for your employer to treat you differently or retaliate against you because you talked to a DOL
representative, participated in a DOL investigation, or spoke up about your workplace rights.

26 **If you wish to speak to the federal Department of Labor, you may contact them at:**

27 **1-866-4-USWAGE**